

**Term Contract No. 207A**

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>207A</b>	<b>Remanufactured Toner Cartridges</b>
<b>Effective Dates</b>	June 30, 2010 – December 31, 2012	
<b>Bid Number</b>	201000117	
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<b>Last Updated</b>	May 31, 2012	

## 1. General Information

The scope of this contract is limited to Remanufactured Toner Cartridges with black toner only. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

This contract includes a cartridge cross referencing program, which will assist agencies in searching and cross referencing for suitable remanufactured cartridges versus new cartridges.

### **NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT**

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

LEXMARK CARTRIDGES ARE SUITABLE FOR USE IN THE LEXMARK PRINTER ONLY. (NOT TO BE USED IN A UNISYS PRINTER).

Contractors shall send the Monitoring Form with each order. Customer should keep a copy of each Monitoring Form, completing pertinent information when put in use (**Appendix A**).

## 2. Scope of Contract

The scope of this contract is limited to remanufactured toner cartridges.

## 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

## 4. Abnormal Quantities

Any agency requirement that exceeds \$ 10,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)

3. A separate Invitation for Bids may be issued for the requirement

## 5. Minimum Orders

The minimum order, qualifying for prepaid transportation, is one (1) cartridge.

## 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

### **ORDERING INFORMATION:**

Contractors are required, upon request of any user, to provide the user with catalogs and descriptive literature and a listing of authorized dealers complete with toll free phone and FAX numbers. This information is to be provided to the ordering agency within 5 business days of the request. Such information shall be provided at no charge to the user.

Contractors are required to provide toll free phone numbers for agencies to conduct business with the contractor. If orders are required to be placed with a contractor's authorized dealer, the dealer will be required to provide a toll free number.

## 7. Shipping Labels

When pre-paid shipping labels are requested by the using agency the vendor shall make delivery of the labels within two (2) business days.

## 8. Delivery

The successful bidder will complete the delivery within four (4) consecutive business days after receipt of purchase order.

The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the contractor to meet stated delivery schedules may be cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the Contract Administrator. It is highly recommended that such communication from contractor be done by, or be confirmed by (if initial communication was via telephone), e-mail to the Contract Administrator.

### **RETURN – PICK-UP:**

**The minimum request for the return or pick-up of used cartridges shall be one (1) cartridge. Agencies shall be encouraged to return more than one (1) used cartridge when applicable in order to keep shipping expenses at a minimum.**

### **CORE CHARGE:**

The State has set a fixed core charge, of \$15.00, in those instances where the customer does not have a cartridge to exchange. The customer, in addition to the unit price offered by the successful vendor, shall pay the \$15.00 core charge.

**SHIPPING LABELS: When pre-paid shipping labels are requested by the using agency the vendor shall make delivery of the labels within two (2) business days.**

### **RETURN CARTRIDGE KIT:**

The vendor shall furnish cartridge return kit, including instructions, which advise user to save and return cleaning rods with the packaging materials for return shipment use. The kit is to include a pre-paid, pre-printed return shipping label

or explicit instructions as to how to obtain the pre-paid shipping label from the contractor. Instructions to the users are to indicate a toll free telephone number and an email address for which the user can request the return pre-printed shipping label for **pre-paid** expenses of the cartridge(s) being returned. The users are **not** to be charged for pickup of the cartridges by the transportation company employed. **The vendor shall pay for all shipping and pickup of returned cartridges.**

## 9. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is the total of one (1) cartridge or more, when shipped to a single destination. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

**NOTE:** If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with **NO** additional transportation charges added.

**NOTE:** All shipments should be inspected for damage immediately upon receipt.

## 10. Substitutions

Substitutions are not permitted without prior written approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 11. Item Pricing Information

### Order Placement Via E-Procurement (Catalog Items)

Click on the following link: <http://eprocurement.nc.gov>

When placing an order in the e-procurement system, first go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down.

When the item to be ordered has been located, complete the requisition and issue the purchase order.

### Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

Click on the following link: <http://contracts.ncgov.com/Buyer/Main/>

For online assistance regarding item searching; click on the "How to" underlined link located near the upper-right hand corner.

### **FURNISH AND DELIVER AS SPECIFIED:**

#### **SECTION I – HP Laser Printers**

**VENDOR:**  
Laser Recharge  
Cary, NC

#### **SECTION II – Lexmark Laser Printers**

**VENDOR:**  
Dove Data Products, Inc.  
Florence, SC

#### **SECTION III – Brother Printers**

**VENDOR:**  
**U.S. Ink and Toner, Inc.**  
**Charlotte, NC**

## 11. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

## 12. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority Owned" "Woman Owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Federal ID	City, State, Zip	Contact, Phone, Fax
<b>Laser Recharge, HUB (MO)</b>	107 Triangle Trade Dr.	Cary, NC 27513	Bob Wood <a href="mailto:Laser_care@hotmail.com">Laser_care@hotmail.com</a>
			919-467-5902
			919-467-7201
<b>Dove Date</b>	1819 Range Way Dr	Florence, SC 29501	800-968-6925
			800-968-8162
<b>U.S. Ink and Toner</b>	3623 Latrobe Dr Ste 101	Charlotte, NC 28211	866-636-8142
			704-210-8046

**Vendor Complaint form,** <http://www.ncpandc.gov/Documents/vendcom.doc>

We solicit your assistance in monitoring the performance of the contractors. In the event problems arise the ordering agency should contact the contractor for resolution. If a satisfactory resolution cannot be reached the agency should complete the Vendor Complaint Form, indicate Purchase & Contract action is required, attach all supporting documentation and forward the packet to the Division of Purchase & Contract. Furthermore, if you have contractor performance issues you would like for the contract administrator to be aware of, but do not require action, complete the Vendor Complaint Form, check the 'Vendor Record Only' box (include all supporting documentation) so this may be considered in the evaluation of future bids.

## 13. Warranty

Remanufactured cartridges shall have a **print life warranty of six (6) months** after opening and installing the cartridge. Cartridges shall be free from defects in materials and workmanship and will produce copies of excellent quality during that period.

Remanufactured cartridges shall have a minimum **shelf life of nine (9) months**, which does not include the six-month warranty period upon opening and installing the cartridge.

The Contractor shall repair, replace or refund any and all cartridges, which the State of North Carolina deems

unsatisfactorily. Upon the users receipt or determination of a rejected or defective cartridge, the contractor shall replace the defective cartridge free of charge within 2 (two) business days, or issue a credit for the next purchase if agreeable by the user. The Contractor guarantees that use of a cartridge will not void the printer manufacturer's warranty or any maintenance service contract that is in place.

Toner leaks or toner dumping into a printer are the most significant and serious defects that can be exhibited by a printer cartridge. The contractor shall provide inspection, cleaning and repair of any printer contaminated or damaged as a result of a defective cartridge without charge to the user. Service to high volume printers shall be provided within 24 hours of the complaint. Other printers may be serviced within 2 (two) business days.

**ALL USER COMPLAINTS ARE TO BE COPIED TO THE CONTRACT ADMINISTRATOR BY THE CONTRACTORS.**

#### **14. Returned Defective Cartridges**

Any rejected and defective toner cartridges will be returned to the bidder at bidder's expense **(See Appendix A)**. Bidder shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the buyer's location. Replacement cartridges shall be provided within 48 hours of the notification to the vendor without charge for any returned (rejected or defective) cartridge to the user. Replacement cartridges shall be properly marked as replacements and identified by the Purchase Order number. The user will not be required to provide an empty cartridge to replace a reject or defective cartridge when taken out of service for inspection, diagnostic analysis and problem resolution. Any use of a rejected cartridge while awaiting a replacement will be free of charge to the state and does not allow longer waiting periods for the replacement cartridge unless agreed to by the responsible purchasing user.

A returned toner cartridge, (rejected or defective), shall be inspected and tested (if defective due to premature failure, limited page yield or poor print quality), within ten working days after return or pick up from the customer. Copies of the problem identification, resolution and corrective action form with the applicable information completed, shall be sent to the customer and to the contract administrator at the Division of Purchase and Contract within 15 business days.



Fax 919-807-4510.

**14. Contract Addenda**

December 17, 2010	Contract extended to March 17, 2011
March 16, 2011	Contract extended to June 17, 2011
June 6, 2011	Contract extended to September 30, 2011
September	Contract extended to December 31, 2011
December 30, 2011	Contract extended to March 31, 2012
March 30, 2012	Contract extended to May 31, 2012
May 31, 2012	Contract extended to December 31, 2012